Though the agreement was made with the lessee, the rule in Illinois allows a party for whose benefit a contract is made to sue on it in his own name. *Bristow* v. *Lane,* 21 Ill. 194. In jurisdictions where this rule does not obtain, such as Massachusetts, *Marston* v. *Bigelow,* 150 Mass. 45; Minnesota, *Union Storage Co.* v. *McDermott,* 53 Minn. 407; New Hampshire, *Curry* v. *Rogers,* 21 N. H. 247; Virginia, *Newberry* v. *Newberry Land Co.,* 95 Va. 111, the lessor would probably be without direct remedy on such an agreement. In the instant case, it did not appear that defendant, though in possession, had actually taken an assignment, but under the rule of presumption as to one in possession, it was so found by the trial court. TIFFANY, LANDLORD AND TENANT, p. 950; *Ebling* v. *Tuylien,* 2 Mo. App. 252; *Frank* v. *Ry. Co.,* 122 N. Y. 197. Such presumption does not operate to bind the assignee on the personal covenants of the lease, *Frank* v. *Ry. Co., supra; Congregational Society of Sharon* v. *Rix* (Vt.), 17 Atl. 719. The defendant's letter to the plaintiff in which he "assumed" the lease was held by the court in effect to establish a contract directly between the parties, finding the assignment by the lessee and the permission to assign by the lessor to be the consideration for the assignee's assumption of liability on the personal covenants. That a covenant by an assignee to remain liable for rent after assignment or dispossession if based on a valuable consideration is valid, is conceded. *Consumer's Ice Co.* v. *Bixler,* 84 Md. 437. The Court directs most of its attention to the proper construction of the word "assume" contenting itself with the statement that the assignment and consent were consideration for the contract. Whether defendant's promise was supported by the requisite consideration was, it is submitted, the real question in the principal case.

MASTER AND SERVANT—INJURIES TO SERVANT—ESTOPPEL OF INFANT SERVANT.—Plaintiff, a girl under sixteen, was hired by defendant on representations by her that she was older than sixteen, the age required by the state's Child Labor laws. She sued for an injury to her hand caused by working at a mangle machine. Defendant claimed that plaintiff was guilty of contributory negligence, and was estopped by her previous assertions from setting up her true age and that she was hired contrary to statute. *Held*: since plaintiff was under the age required by statute, contributory negligence was no defense, and she was not estopped from setting up her true age. *Sanitary Laundry Co.* v. *Adams* (Ky., 1919), 208 S. W. 6.

The court goes on the theory that one who hires an infant must ascertain at his peril that the employe is a member of the class of persons he may lawfully employ, and if the hiring be unlawful, the master is an insurer of the child's safety. The principle underlying the cases that follow this view is that the statute is aimed at the master and not at the servant, that the latter does nothing unlawful, but the former does. *American Car* v. *Armentraut,* 214 Ill. 509. The Indiana court holds that it is negligence *per se* to hire a young person unlawfully, hence contributory negligence is no bar. *Waverly Co.* v. *Beck,* 180 Ind. 523. But other courts do not go to the same length. In New York it has been decided that the hiring is not negligence *per se,* but that proper vigilance must be exercised by the employer. *Koester*

v. *Rochester Candy Works,* 194 N. Y. 92. The Michigan court seems the most lenient towards the employer, and where a boy under sixteen was hired contrary to statute, without even being asked his age, and with no false representations on his part, he was refused recovery for injuries to his hands and fingers, because of contributory negligence. *Beghold* v. *Auto Body Co.,* 149 Mich. 14. See also *Pequignot* v. *Germain,* 176 Mich. 659. Where there were no Child Labor statutes, but merely employers' rules against hiring infants, minors who misrepresented themselves to be adults to secure employment have been allowed to claim only that duty of care towards them that the employer would owe to an adult. *Denver & Rio Grande R. Co.* v. *Reiter,* 47 Colo. 417; *Matlock* v. *Williamsville, etc., Ry. Co.,* 198 Mo. 495.

MASTER AND SERVANT—SAFETY DEVICES—DUTY TO FURNISH.—Plaintiff, a man of less than average height, injured his hip while jumping from a box car in which he was working as an employe of the defendant. The floor of the car was about four feet and a half from the ground. Under a statute providing that a master must furnish his servant with a safe place of employment, and explaining "safe" to mean "as free from danger to the life, health, or safety of employees as the nature of the employment will reasonably permit," a jury found for the plaintiff. On appeal by the defendant, *held,* (three justices dissenting) it was within the province of the jury's discretion to find as it did, since it is possible to have ladders or steps on box cars to aid in descent. *Van de Zande* v. *Chicago & N. W. Ry. Co.* (Wis., 1919), 170 N. W. 259.

Drastic legislation and judicial ruling have been resorted to in Wisconsin to induce employers to come under that state's Workmen's Compensation Act. In *Rosholt* v. *Worden-Allen Co.,* 155 Wis. 168, BARNES, J., says, "It is evident that the legislature desired that employers generally should come under the act, and that some of its provisions were designed to make it as comfortable for them to come in as to stay out. * * *The statute in terms imposes an absolute duty on the employer to make the place of employment as free from danger as the nature of the employment will reasonably permit." In that case the employe fell and was injured while carrying planks over a runway on the roof of a building. The statute itself is a great advance in stringency over the common law rule that a master need exercise but reasonable care and skill to the end that the place where he requires his servant to perform his labor be as reasonably safe as is compatible with its nature and surroundings. *Smith* v. *Peninsular Car Works,* 60 Mich. 501; *Armour & Co.* v. *Russell,* 144 Fed. 614. The majority opinion in the principal case that the jury was justified in finding a box car to be unsafe is directly in harmony with the attitude of the same court that the employer is practically an insurer of his employe's safety. In *Kuligowski* v. *Kieckhefer Box Co.,* 160 Wis. 320, where the plaintiff injured himself while lifting boxes from a wagon to a doorway about ten feet above the ground, the jury decided that the place of employment was safe within the terms of the statute, the court, however, granted a new trial on the grounds that the verdict was perverse. It may be questioned